



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

## THE CHICAGO BUILDING TRADES DISPUTE.<sup>1</sup> I.

DURING the past year there has been fought out in Chicago a contest between organized capital and labor which will receive a prominent place in the history of trades unionism. It was one of the longest labor conflicts of any magnitude in the building trades that the country has ever known. But it is not so much its duration, or magnitude, or costliness that has given it such importance, as it is the principles involved. The struggle was not between individual employers and the various unions, but between the federated bodies of the building contractors, on the one side, and of the building trades, on the other.

The point at issue was pretty clearly defined from the beginning of the controversy. The contractors were contending for freedom from the tyranny of ignorant and irresponsible labor leadership, and for the abolition of various trade restrictions. To secure this end, they sought to destroy the federation of the unions and to deal with each trade separately; while the unions insisted on the maintenance and recognition of their central body. Other issues were made at the start, but they were gradually reduced to one—the maintenance of the central organization of the unions, the Building Trades Council. The question of hours and wages entered only incidentally, and

<sup>1</sup> In a detailed study of a single labor movement, such as the writer has attempted in the following pages, the greatest dependence must be placed upon the personal statements of those directly engaged, and next to these upon the newspaper accounts of the controversy. Both of these sources of information have been largely used. In this connection thanks are especially due to Professor Graham Taylor, of the Chicago Commons, for opportunity of personal contact with the leaders on both sides, and also to many contractors and union men for the courtesy with which they have furnished information. The trade journals have very generally noticed the more important events in this conflict, and the daily press of Chicago has devoted considerable space to it from the beginning. A short account of the dispute was published in June in the *Journal of Political Economy*; but as it had hardly more than begun at this time, the account was necessarily incomplete.

never for a moment stood in the way of a settlement. A study of the labor organizations in Chicago is, therefore, necessary to a thorough understanding of the building trades dispute.

### I. *The Building Trades Council.*

In Chicago the labor organizations are centralized in three councils—the Chicago Federation of Labor, the Building Material Trades Council and the Building Trades Council. All unions are eligible to membership in the Federation of Labor, while in the other two councils only such trades as are connected with building and building material can be admitted. In the Federation of Labor there are ninety-six different trades affiliated. Many of the same trades which compose the Federation are also members of the other two councils. The Building Material Trades Council, as the name indicates, is composed of trades engaged in the manufacture of building material, such as brickmakers, wood-workers, metal-workers, *etc.* There are in all forty-three unions in this council, representing fifteen trades, and the membership is about 33,000. The Building Trades Council is a compact organization or delegate body, composed of representatives of all the unions in the building trades. About thirty-two trades were affiliated with it, and at the beginning of the dispute it had a membership of from 25,000 to 30,000.

Such “Allied Trades Councils,” as they are called, are found at present only in the building and printing trades.<sup>1</sup> The Chicago Building Trades Council was organized on November 22, 1890, and incorporated under the general incorporation law of Illinois, on March 14, 1892. The purpose of the organization may be best seen from the preamble of the constitution :

The object of this Council is to construct a central organization which shall subserve the interests of all the labor organizations engaged in

<sup>1</sup> In the building trades there are a National Building Trades Council, formed in 1898, with a membership of about 250,000, and eleven local councils. Cf. Wm. M. Burke, *History and Functions of Central Labor Unions* (Columbia University Studies in History, Economics and Public Law. Vol. xii, No. 1, 1899), p. 116.

the erection or alteration of buildings ; for the purpose of assisting each other when necessary ; thereby removing all unjust or injurious competition, and to secure unity of action for their mutual protection and support.

The objects were further set forth, in the application for a charter, as follows :

To promote the interests and welfare of all trade and labor organizations connected therewith and to extend a helping hand to such other organizations as the said council may direct.

The representation of the several affiliated unions in the council is based on their numerical strength, no trade organization having less than five or more than twenty delegates.<sup>1</sup> The thirty-two unions in the council elect about 200 delegates to the central body which meets once a week. The usual corporate officers are elected, but their duties are largely routine, the real power being vested in the standing committees and in a somewhat anomalous body called the Board of Business Agents, more commonly known as the walking delegates. The standing committees, consisting of five members each, are a credential committee, an organization committee, a grievance committee and a legislative committee.<sup>2</sup> The duty of the organization committee is

to seek out every branch of unorganized industry in the building trades, use every effort to organize them into unions ; to instruct and enlighten them on all questions relating to their advancement as working men ; and render all assistance necessary to increase the membership of all the different organizations affiliated.

The legislative committee is

to determine what legislation will be best for the interest of the laboring man, draft bills for such legislation, present them to the proper legislators, and report from time to time the best methods of securing the passage of the same.<sup>3</sup>

The *imperium in imperio* is the board of walking delegates, or business agents, which is composed of all the properly

<sup>1</sup> Constitution, Art. iii.

<sup>2</sup> *Ibid.*, Art. vii.

<sup>3</sup> *Ibid.*, Art. viii.

elected business agents of the various unions represented in the council. The object of the board is "to unite and associate together all business agents for the purpose of mutual assistance, and to better accomplish the work in all parts of Chicago and Cook county."<sup>1</sup> It meets three times a week, for the purpose of rendering all assistance necessary for the enforcement of the various trade rules and working cards of the council.<sup>2</sup> Every sympathetic strike called must be first brought before the board and sanctioned, although the business agent of any trade can call a strike of men in his own trade without consulting the board. The board of business agents has a set of by-laws governing its work, independent of the council, and could exist, through an understanding among the trades, even if the Building Trades Council were disrupted. Although it is not necessary to be a delegate to the council to entitle one to a seat in the board of business agents, most of the latter are delegates to that body; and when a measure comes up in the central organization, if the business agent of a certain trade speaks either for or against it, he usually carries the entire delegation from his trade with him. Much of the present trouble is laid by the contractors at the door of the board of business agents. While the Building Trades Council is the superior body and is supposed to have jurisdiction over the board of business agents, the conditions are practically reversed; for the smaller body has controlled the council.<sup>3</sup>

The working cards mentioned above are issued quarterly to the members of the affiliated unions, at a price fixed from time to time by the council, and must be carried by all union men. They may be demanded at any time by the business agents or by fellow-workmen.<sup>4</sup> It should be noted that this simple device for revenue — namely, the sale of the working card — is really a system of licensing outside of the law; for it is implied that

<sup>1</sup> By-laws, Art. ii.

<sup>2</sup> Constitution, Art. ix.

<sup>3</sup> On August 17 this was partially remedied by giving the executive committee of the Building Trades Council full power to act in all matters pertaining to the calling of strikes and the general conduct of business.

<sup>4</sup> Constitution, Arts. xi and xvi.

no man shall work at a building trade unless he is in possession of such a card.<sup>1</sup>

The most important sections of the constitution are those relating to strikes and arbitration. Article XII provides that action on agreements or demands for an advance in wages or an abridgment in the hours of labor, if concurred in by two-thirds of all trades present in the council, shall be binding on all. But any trade may act on its own responsibility. Article XIII is sufficiently important to be quoted in full :

When trouble occurs on any building or job, affecting any trade represented in this Council, it shall be the duty of the business agent to immediately endeavor to settle same with contractor or owner, in accordance with the trade rules and to the satisfaction of the trade involved. Failing in this and a strike being necessary, the business agent shall have power to call a general strike, but before doing so he shall lay the matter before the Council or board of business agents at their next meeting and be governed by their action or decision, which shall be equally binding on all trades in this Council engaged on the job or building. When a trade has no business agent the chairman of the board shall have power to call members of said trade off when strike is ordered. It shall require a majority of the trades voting to order a strike. Unit rule to prevail.

It will be seen from this that it is practically in the power of a majority of the business agents of the trades interested to order a general strike. There is no provision made for a referendum vote on such a question by the total membership, nor is such a vote taken in practice.

It would be interesting to know what proportion of those engaged in the building trades of Chicago are members of the affiliated unions, but figures on that point are confessedly only guesses.<sup>2</sup> Some of the smaller and better organized unions

<sup>1</sup> S. H. Wright, "A Local Phase of Labor Combination" (a paper read before the Chicago Literary Club, November 27, 1899, and privately printed), p. 12.

<sup>2</sup> The following unions, with their approximate memberships, are members of the Building Trades Council: Architectural Iron-workers (300), Bridge and Structural Iron-workers (700), Bricklayers and Stone Masons (5500), Carpenters (5230), Boiler-makers (500), Electrical Mechanics (500), Elevator Constructors (350), Gas-fitters (400), Gas-fixture Hangers (125), Gravel Roofers (250), Hod-carriers and

practically include all the workers in the respective trades: such are the hoisting engineers, the architectural iron-workers, the stone-cutters, the mosaic tile layers, the plumbers and the gas-fitters. On the other hand, some of the larger trades — as the carpenters, the hod-carriers and the painters — are not so well unionized. Within the city of Chicago the greater part of the workers belong to the unions,<sup>1</sup> but in the suburbs and outside of the city they are not so well organized.

## II. *The Contractors Council.*

Corresponding to the Building Trades Council there exists in Chicago a parallel organization of employers, known as the Building Contractors Council.<sup>2</sup> This is a close federation of some fourteen associations of employers, representing about 2500 individuals or firms.<sup>3</sup> A temporary organization had been effected as early as 1894, in the form of a building conference committee, composed of eight or nine trade associations; but the present body dates from April, 1899, when it was organized for the express purpose of opposing the Building

Building Laborers (5200), Hoisting Engineers (160), Lathers (600), Marble-cutters (100), Marble-cutters' Helpers (100), Italian Mosaic Workers (200), Mosaic and Encaustic Tile Layers (100), Mosaic Helpers (100), Mosaic Glass Workers (100), Painters (3500), Plasterers (1200), Plumbers (1400), Paper-hangers (400), Sheet-metal Workers (400), Steam Fitters (600), Junior Steam Fitters (300), Slate and Tile Roofers (150), Stone-cutters (800), Stone Derrickmen (200), Stone Sawyers and Rubbers (275), Stone Carvers (100), Tunnel Miners (300); total, thirty-two unions, with a membership of about 30,000.

<sup>1</sup> Wright, *loc. cit.*, p. 19, estimates eighty per cent. One of the best informed of the labor leaders estimated eighty-five per cent of the carpenters and practically all of the others.

<sup>2</sup> The following associations are members of the Contractors Council: Chicago Masons and Builders, Master Carpenters and Builders, Master Carpenters, Cut Stone Contractors, Master Plumbers, Master Steam Fitters, Master Painters, Master Plasterers, House Draining, Sheet-metal Contractors, Mantel and Tile, Mosaic Tile, Marble Manufacturers and the Iron League.

<sup>3</sup> The discrepancy in numbers of trades represented in the masters' and journeymen's councils is accounted for by the fact that in some cases two or three of the trades are represented by a single masters' association. In half a dozen cases the contractors are not organized at all. These are: architectural iron-workers, bridge and structural iron-workers, electricians, elevator constructors, stone carvers and tunnel miners.

Trades Council. It was perfected in September of the same year, and is in all essential respects similar to its prototype, being a delegate body with representatives from the various affiliated masters' associations. Organized distinctly as a "war measure," as one of the contractors expressed it, the Contractors Council would probably not have become permanent, as it now threatens to be, had not the struggle with the Building Trades Council provided it with a *raison d'être*.

The purposes and methods of the Contractors Council are plainly avowed in its working rules, among which are found the following :

RULE I. This organization shall be known as "The Building Contractors Council," and its object shall be to foster, protect and promote the welfare and interests of its members, engaged in the construction of buildings in Cook County, Illinois.

RULE VII, *Section 1*. The Council shall have full power to take any action which may be for the best interests of any Association allied with the Council ; and, should the condition demand, a lock-out may be ordered by the Council to protect its interest.

*Section 2*. No Association allied with this Council shall hereafter enter into an agreement with their journeymen which shall prohibit a sympathetic lockout.

RULE X. Should any differences arise between employer and employee, whereby the interests of any Association shall be impaired, such Association may make a full statement of the facts, through the secretary, to the Council ; and he shall call a meeting of the Council to take active measures to secure and protect the interests and rights of the Association so aggrieved.

In addition to the Contractors Council, there are a number of other organizations of employers, corresponding to the various organizations of the men. Among these are the Association of Material Manufacturers, who furnish all the building supplies to the contractors ; the Chicago Architects Business Association ; and the organization of the real estate men. While not all of these were direct employers of labor, they sided with the Contractors Council in their contest with the Building Trades Council.

The building trades dispute was a struggle between these



two federated bodies; and, in tracing the causes that led up to the final outbreak in February, 1900, we shall have to consider in some detail the relations between the opposing organizations. Friction had existed between the employers and the Building Trades Council for some years, and the occurrences which immediately preceded the lockout and strike were not the ultimate causes. In outlining the latter, the blame may be about equally divided between the employers and employees. On one side, the unions claimed that the foundation of the trouble was the refusal on their part to make exclusive agreements with the contractors; while the contractors asserted, on the other hand, that the arrogance and corruption of the Building Trades Council had become unbearable. As there was an element of truth in both charges, we cannot do better than to examine them carefully, and in that way ascertain the causes of discontent.

### III. *Exclusive Agreements.*

In the general tendency toward combination, no movement is more significant than the union effected between capital and labor in the Chicago Building Trades by means of the so-called "exclusive agreements." The contractors in a given trade, who were members of the employers' association, made an agreement with the members of the union in that trade, according to which the contractors were to employ only members of the union, while the latter pledged themselves not to work for any outside firms.<sup>1</sup> In this way it was proposed to secure a practical monopoly in the building trades, as all the contractors and workmen would speedily be compelled to join the respective organizations. Thus it was hoped to secure an advance in wages and an increase in profits. Such agreements were made with the carpenters, bricklayers, steam fitters, plumbers, painters, hod-carriers and some other unions.

The experience of the carpenters will serve to illustrate the

<sup>1</sup> For a denunciation of this system by a trades unionist, see testimony of H. W. Steinbliss, president of the National Building Trades Council, before the Industrial Commission, November 10, 1900.

purpose of these agreements. Their union had made exclusive agreements with the builders' association in 1896 and 1897; but in 1898 a difficulty arose over a clause in which the union reserved the right to work, if necessary, for firms not members of the association. The builders wished an absolute agreement, according to which the union carpenters should work only for members of their body. When the union remonstrated that not more than one-third of the builders of Chicago were members of the employers' association and that these could not give employment to all the men, they were told that, if they would refuse to work for outside firms, work would soon be found for them. It was thus very evident that it was the purpose of the employers to use this means to force contractors into their association. The carpenters accordingly struck, but by the end of a week the matter was settled by dropping the exclusive clause from the agreement. This new agreement was signed by some 750 firms, of which only about 250 were members of the employers' association; but the following year 1150 firms signed the agreement with the carpenters.

The bricklayers had profited probably more than any other union by its exclusive agreements, of which the one understood to have been made with the Sewer Builders Association will serve as a type.<sup>1</sup> The Contracting Sewer Builders Association, composed of about thirty firms, was originally organized as a surety company for its members, but soon gained control of sewer construction in Chicago and began to advance prices. When a piece of work was advertised, the associated contractors assigned the work to one of their number and then put in seemingly independent bids; and, as the lowest bid was placed much higher than necessary, the surplus profits thus realized were divided among the members of the combination.<sup>2</sup> It was also reported that the contractors had an agreement with the material men, from whom they secured material at lower prices than the independent contractor; while additional

<sup>1</sup> Chicago *Tribune*, November 18 and 19.

<sup>2</sup> Compare the methods of the plumbers' "trust," *infra*, p. 133.

strength was given them by the sewer inspectors, who were alleged to have harassed contractors not members of the association, by condemning bricks, cement and other material. Competition was most effectually stifled, however, by an agreement made by the Sewer Builders Association with the Bricklayers and Stone Masons Union, on April 1, 1899, and renewed April 1, 1900. The agreement was absolute, the bricklayers binding themselves to work for none but members of the Sewer Builders Association, an infraction of this rule being punishable by a fine of from \$5 to \$25 and suspension from the union. In return, an eight-hour day was provided for, and a wage scale of \$1 an hour; only union men were to be employed by the contractors, and all inspectors were to be members of the bricklayers' union. While this agreement served to build up in the sewer construction business a strong combination among the contractors, it also secured to the workmen's union a monopoly of the labor market within the combination.<sup>1</sup>

Other unions had given up the exclusive agreements with the employers, because, as one of the men said, "they got the worst of it." The one exception to this rule was the Hod-carriers and Building Laborers Union. This was composed of the most unskilled labor in any branch of the building trades, and the members were exposed more than any other union to the pressure of outside competition. Accordingly, an exclusive agreement with their employers was a decided advantage to them, and they were unwilling to give up the arrangement. Finally, however, the Building Trades Council passed a resolution that individual unions should not be allowed to make exclusive agreements with employers' associations, and the laborers were forced to break this arrangement. Up to this time the council had permitted each trade to make its own agreements. Now, however, it was felt that the laborers must conform to the position of the other unions, and that no more

<sup>1</sup> Another striking example of the successful exclusive agreement was that between the Bricklayers and Stone Masons Union, and the Chicago Mason and Builders Association. It continued some four or five years, during which time the membership of the Builders Association increased from ninety to five hundred. — *The Bricklayer and Mason* (New York), April, 1900, p. 4.

exclusive agreements should be entered into. It was this action on the part of the Building Trades Council, the union men claimed, that embittered the contractors against it and made them determined to destroy it; for they thought that they might then be able to force the individual unions to help them build up a monopoly in the building trades.<sup>1</sup>

#### IV. *Causes of the Dispute.*

That the purpose of the Building Trades Council was to control and, so far as possible, to monopolize the labor market in the building trades industry is obvious. In this it did not differ from the component unions. But it is evident that the employers had encouraged them in this as long as they shared in the results. The Building Trades Council, however, considered itself strong enough to assert its power without the coöperation of the employers' associations. There is no doubt that for the year preceding the lockout and strike of February, 1900, the utmost friction had existed between the two parties, largely owing to the overbearing attitude of the labor leaders.

<sup>1</sup> The following statements of prominent labor leaders will show what their belief in the matter was:

"They are not making this fight on account of grievances against the unions, but for aggressively selfish purposes. They aim to crush the Building Trades Council and to establish absolute agreements with the unions under which union workmen will take employment only from them."—E. A. Davis, Secretary Building Trades Council.

"The main object of the contractors is to secure absolute agreements by which union workmen will work only for members of the contracting organizations. They refuse to deal with the unions except through their own council."—John A. Long, President Board of Business Agents and of Gas Fitters Union.

"The contractors had absolutely no complaint against the architectural iron-workers. They shut us out simply because we belonged to the Building Trades Council. We refuse to work solely for members of their organization, and will work for any employer who abides by our rules. This is the condition which the contractors want to change for their own advantage and for the disadvantage of laborers and citizens generally."—Thomas Lynch, President Architectural Iron Workers Union.

"The contractors are responsible for this fight. They are trying to force us to join them in crushing out contractors not members of their council, and in gouging the public."—John Clinch, President Plumbers Union.

They were "glutted with success," as one of the laboring men put it, and would make no concessions to the contractors. By petty and often arbitrary demands they interfered constantly in the construction of buildings, until the employers were goaded to the point of rebellion. "The time had come," said one of the contractors, "when one might as well go out of the business as submit to the demands of the Building Trades Council." This feeling culminated in the lockout and consequent strikes of February 5.

There were, however, other causes which led the contractors to seize this particular time for the struggle with the council, among the chief of which may be mentioned the demoralized state of the building industry in Chicago and the high prices that obtained for all building materials. At the time of the World's Fair in 1893, building had been enormously stimulated in Chicago, and the overproduction of that period had continued for the succeeding six years. Both contractors and real estate men insisted that under existing conditions there was no money in buildings. The upward movement in prices, too, had particularly affected iron and steel products, the prices of which had become practically prohibitive.<sup>1</sup> In addition to this, there was the uncertainty and demoralization of a presidential year, which always affects the building trades disastrously. As a last straw, there should be taken into account a concerted demand about the beginning of the year,

<sup>1</sup> The following typical prices show the great advance in building materials. See an article by S. V. Lindholm, "The Building Trades Conflict in Chicago," in the *Journal of Political Economy*, June, 1900, p. 341.

	PRICES OF STRUCTURAL IRON.		
	Prices in 1898.	Prices in 1899.	Increase (per cent)
Beams 18 inches and over . . . . .	\$1.55	\$2.50	161
Beams 15 inches and under . . . . .	1.45	2.40	165
Zees . . . . .	1.45	2.40	165
Angles over 6 inches x 6 inches . . . . .	1.55	2.50	161
Angles under 6 inches x 6 inches . . . . .	1.45	2.40	165
Plates . . . . .	1.90	3.15	165

on the part of most of the unions in the building trades, for higher wages.<sup>1</sup>

#### V. *Relations between the Councils.*

Such were the causes of the dispute. To make the narrative of the controversy a connected one, however, we must go back and review the relations between the Building Contractors Council and the Building Trades Council from the previous summer. On August 30, 1899, the Building Contractors Council appointed a committee of five and requested a conference with a similar committee from the Building Trades Council, "to correct existing abuses and to arrange a plan whereby future strife may be avoided."<sup>2</sup> The committees held a meeting at which the contractors stated the conditions under which they proposed to work in the future. No action was taken by the Building Trades Council; and accordingly, on November 17, the Building Contractors Council passed a series of resolutions, stating that, while there was no disposition to question present wages or hours or the principle of legitimate unionism, it would not, after January, 1900, recognize (1) any limitation as to the amount of work a man shall perform during his working day; (2) any restriction of the use of machinery; (3) restriction of the use of any manufactured article, except prison made; (4) the right of any person to interfere with the workmen during working hours; (5) the right of the unions to prohibit the employment of apprentices; (6) the sympathetic strike.

<sup>1</sup> At the end of December, 1899, the carpenters' unions had demanded a new wage scale of 50 cents an hour, an increase of 7 1-2 cents over the existing rate, to begin on April 1. Early in January the marble-workers struck for uniform payment of \$3.50 a day to all cutters and setters, whether working in factories or outside, an increase of about 10 cents an hour; they also demanded that non-union cut blocks should not be used in the construction of buildings. The teamsters were granted an advance of 25 cents a day; the electricians, of 3 7-8 cents an hour; the stone-cutters, of 16 2-3 cents an hour. The Hod-carriers and Building Laborers Union demanded a raise of 5 cents an hour, to become effective on March 1; and the list might be extended.

<sup>2</sup> Letter of Executive Committee of Building Contractors Council to Mayor Harrison, February 24, 1900.

These six points, which were later expanded into eight, were maintained as their "cardinal principles" by the contractors in all their subsequent manifestoes. No notice was taken of these resolutions by the Building Trades Council. Before the time came, however, when these rules were to be enforced, another attempt at conference was made, under the leadership of Mr. Martin B. Madden. A committee of seven was appointed by each of the councils and, after a number of amicable meetings, an agreement was reached on December 29. This was known as the "Madden agreement" and covered the six points raised by the contractors in their resolutions of November 17.<sup>1</sup>

<sup>1</sup> The following is the Madden agreement of December 30, 1899, "for the purpose of regulating and adjusting differences that may arise in the future between the Building Contractors Council and the Building Trades Council":

#### ARTICLES OF AGREEMENT.

*Section 1.* Each council shall elect a board of arbitration of five members, who shall jointly constitute a final board of arbiters.

*Section 2.* The right of a steward on the job to protect the journeymen's interest is recognized. All complaints, disputes or violations of joint agreements by employer or employee to be adjusted by the contractor or his agent and the steward or business agent of the Building Trades Council or affiliated unions, who shall be allowed to visit all jobs during working hours to interview the steward or workmen, but will not in any way interfere with their work. In case of failure to adjust any complaint, dispute or violation of agreements, the subject matter shall at once be referred to the standing arbitration committee of five from the employers and five from the employees representing the trade interested, who shall immediately decide the matter at issue. [In] Any case at issue that cannot be adjusted by the trade directly interested, appeal shall immediately be taken to the final board of arbitration, as provided in section 1, to adjust all matters referred to it by any of the associations affiliated or may become affiliated [*sic*] with party to this agreement, and their decision shall be final.

No strike or lockout shall be called or authorized by either party to this agreement or by any member or association affiliated or by their business agents, by reason of any dispute arising between the unions represented in either association. Work shall continue uninterrupted while any case is pending before the final board of arbitration.

*Section 3.* No limitation as to the amount of work a man shall perform during his working day.

*Section 4.* Question of machinery referred to the different organizations of employers and employees. In the event of failure to agree, either party shall have the right of appeal to the final board of arbitration.

*Section 5.* Each established employer in each respective trade shall be allowed

It was signed by all the members of the committee from the Contractors Council and was ratified by the council the following day. Of the committee from the Trades Council only four members signed it; and when it was referred by them to the council, no further action was taken on it. On January 17 the Building Contractors Council notified the secretary of the Building Trades Council that they expected a definite answer as to the intentions of the Trades Council, not later than January 27. Nothing having been heard by that time, the contractors prepared a new set of rules to govern all work and fixed a scale of wages to go into effect on February 5. The attempt to enforce these rules was the immediate cause of the dispute and resulted soon in tying up the whole building industry of Chicago.

There is no doubt that the Building Trades Council made a great mistake in ignoring the Madden agreement as they did, especially after it had been drawn up and adopted by their own committee. Mr. E. A. Davis, secretary of the council, later<sup>1</sup> attempted to explain their failure to ratify the agreement by

to have at least one apprentice, whose time of apprenticeship expires before the age of twenty-two years.

*Section 6.* No restriction on the use of building material other than cut and sawed stone, granite, exterior marble work, common brick, wood mill work (except mantels and movable furniture), and prison-made material.

*Section 7.* It remains optional with contractor as to number of men he shall employ.

*Section 8.* No rules other than those of this agreement to be made by either side, unless authorized by the final board of arbitration.

*Section 9.* Rules to be drawn up by both sides at once.

*Section 10.* Members of the Building Contractors Council to receive as favorable treatment from the Building Trades Council as other contractors.

*Section 11.* It is agreed that as long as this contract is faithfully kept by the Building Trades Council and its affiliated unions, the members of the associations affiliated with the Building Contractors Council in the erection of buildings will employ at the buildings in Cook County none but the workmen carrying Building Trade Council working cards in good standing in their respective callings, except where it may be otherwise agreed by the joint arbitration committee of the trade involved.

The text of this agreement is printed in *Carpentry and Building* (New York), February, 1900, p. 56. The above was copied from the original document, *verbatim et literatim*.

<sup>1</sup> In an interview in Chicago *Times-Herald*, March 9.



saying that the matter had been referred to the different unions for a referendum vote, and that before such a vote could be taken the contractors issued their ultimatum in the form of a new set of rules. As a matter of fact, the matter had not been so referred; and the writer has been assured by several prominent labor men that there was no intention on the part of the unions of ratifying the agreement. This treatment undoubtedly angered the contractors and rendered them both firm and united in their subsequent action.

The notice of January 29, issued by the Contractors Council, which was to go into effect on February 5, read as follows :

The unions affiliated with the Building Trades Council having absolutely ignored the joint arbitration agreement and failed to ratify the same, we hereby make the following rules . . . and you will govern yourselves accordingly: no limitation as to the amount of work a man shall perform in a day; no restriction as to the use of machinery; no restriction as to union or non-union made material; the foreman shall be the agent of the contractor; the right to employ and discharge whomever he may choose is reserved to the employer; eight hours shall constitute a day's work; the prevailing rate of wages in all trades; time and one-half will be allowed for all over time; double time for Sundays and holidays.<sup>1</sup>

The position taken by the Contractors Council was endorsed the day following by the general contractors of Chicago, including many not members of the council. To give effect to their action, the contractors notified members of the Plumbers, the Hod-carriers and Building Laborers and the Hoisting Engineers Unions that the rules of the Building Contractors Council would be enforced from February 5, and that the unions' rules which were objected to would be disregarded. The master plumbers led the movement and notified their employees that they must sign individual contracts. The men, with a few exceptions, refusing to do this, they were locked out.

The attitude of the Building Trades Council was at first very pacific. President Edward Carroll stated, on February 4, that

<sup>1</sup> It will be seen that the position of the contractors, as stated here, was not as liberal as that of the Madden agreement. After the refusal of the unions to ratify that agreement they would at no time consent to as great concessions.

the Council had not ordered a strike and did not intend to do so. The affiliated unions know their duty as union men and are expected to act accordingly.

From the very beginning of the dispute, the unions composing the Building Trades Council insisted that the contractors were wholly to blame for the trouble; since, by instituting new rules, they had violated agreements which would not have expired for a month or so.<sup>1</sup> On February 6, however, the Hod-carriers and Building Laborers Union, the first organization to take official action, instructed its representatives to call strikes on every building in the city where men were working under the new rules. The movement did not take on large proportions until Saturday, February 10, when the carpenters were involved in the struggle. For several years they had been working only half of Saturday; but under the new rules of the Building Contractors Association, which were endorsed by the carpenter contractors, they would be compelled to work all of Saturday. Instructions were therefore given by the district council of the carpenters' union that no member of the organization would be permitted to violate the old rule. Accordingly, at noon on Saturday, February 10, building operations in the city were practically suspended, when the carpenters refused to work after the noon hour. The number of men rendered idle was variously estimated at that time from 3000, according to the labor men, to 7000, according to the contractors. This number continued to grow steadily during the next few weeks, as the workmen were called out on sympathetic strike by the affiliated unions or were locked out by the contractors, until about 50,000 men were affected.

Throughout the entire time of the dispute there seemed to be doubt as to whether it should be called a "strike" or a "lockout." The choice of a name was usually decided by the desire to favor one side or the other, the contractors claiming that the men had struck, while the unions asserted that there

<sup>1</sup> Agreements were in force between the employers and the individual unions, some expiring March 1, others May 1 and others not till 1901.

was no strike, but that they had been locked out. The responsibility is not, however, to be fixed by the choice of a name.<sup>1</sup> In some cases the contractors took the initiative, and in others the unions. Yet it is but fair to insist that the posting of the new rules by the contractors was in most cases tantamount to a lockout, as they knew that the men would be compelled to cease work by the rules of their unions; and even in a case where the contractor's rules did not conflict with the rules or agreements of the union, the men could not remain at work if non-union men were put on the building or if, as was generally done, a sympathetic strike was ordered in accordance with the constitution of the Building Trades Council.

#### VI. *Position of the Material Men.*

The mills and factories furnishing building materials were soon involved in the building trades dispute; and in this case the initiative seems to have been taken by the unions, in calling sympathetic strikes among the wood-workers and others as early as February 19.<sup>2</sup> The manufacturers and mill owners were really in a difficult position. On the one hand, they had made agreements with the building contractors, according to which the contractors were to buy their materials only of firms in the combination, and in return were to receive lower prices. Thus, the brick manufacturers in the "Brick Combine" and the Masons and Builders Association are reported to have had an agreement, which was to continue to April 1, by which members of the latter were able to buy bricks at one dollar a thousand less than was charged to outsiders, lime fifteen cents a barrel cheaper, and vent linings, copings, *etc.*, at a

<sup>1</sup> It is almost impossible at times to distinguish in practice between a lockout and a strike, and the distinction was given up in the English labor reports as long ago as 1894, the generic name "dispute" being used for all forced cessations of work. In the American reports the attempt is still made to distinguish the two kinds of dispute.

<sup>2</sup> On February 26 the Material Trades Council called a strike in two brick-yards which furnished material to buildings where non-union labor was employed. — Chicago *Record*, February 27.

proportionate rate. In addition to this, the association was to be paid a bonus of one dollar a thousand for all bricks sold to builders not members of the association.<sup>1</sup> A part of this sum was currently reported to have been paid into the treasury of the Contractors Council. On the other hand, the material men had entered into agreements with the labor unions not to furnish material for jobs where non-union labor was employed. This worked very well until the February lockout and strike, when the contractors began to employ non-union labor. The material men were then placed in a predicament. If they refused to furnish the contractors material, the former could go outside the city to make their purchases; if they furnished the material, they would offend against their agreements with the unions and a strike would probably result.<sup>2</sup>

On March 1 the mill owners and building-supply men held a meeting and took a definite position, by which they threw in their lot with the Building Contractors Council. They decided not to furnish supplies to contractors who were not members of this body. If this plan were carried out, no contractor could break the tie-up in the building industry by hiring members of the Building Trades Council under the old rules, until the united contractors permitted it. The contractors could then gradually resume building with non-union labor and have material supplied only to jobs designated by them. This plan seems to have been agreed to by the mill owners and a majority of the material men — namely, those dealing in rubble-stone, crushed stone, lime, cement, copings and pressed brick. The brick manufacturers, however, refused thus to restrict their sales and declared in favor of an open market, selling to any one who wished to buy. A few days later the other manufacturers of building material took a new stand, and decided

<sup>1</sup> Mr. Falkenau, Chairman of the Press Committee of the Contractors Council, while denying that there was any discrimination, admitted a difference in prices. This he explained by saying it was due to the discount the large firms received for wholesale orders and for cash payment. — *Chicago Times-Herald*, May 14.

<sup>2</sup> As early as February 9 the Brickmakers Union threatened to call strikes in all brickyards, unless the agreements with them were maintained, by which brick could be sold only to employers of union labor. — *Chicago Record*, February 10.

that, after filling existing contracts, they would not undertake any new contracts until the difficulties in the building trades were settled, believing that the dispute could be settled most quickly if material were refused to every one.

This position was consistently maintained by most of the material men, and their plants were either closed entirely or kept running to supply only the immediate demands of the trade.<sup>1</sup> The union men claimed, however, that there was a secret agreement between the contractors and the material men, according to which supplies were refused only to employers of union labor, and that the announced policy was only a cover for discriminations against contractors outside of the council. Charges against the Masons and Builders Association and some ten or twelve firms, mostly plumbers, were taken before the May grand jury, where the material men were accused of boycotting and conspiracy. The charges could not be substantiated, however, and were dismissed for lack of evidence. That some such agreement was actually made seems not open to doubt. One of the leading contractors, a member of the Contractors Council, admitted to the writer that such a combination existed among the plumbers, and the evidence seemed to show that similar arrangements had been made by other material men.

As the plumbers' "trust" has come in for a large share of public attention, it will be instructive to examine its methods. The following is probably a fairly accurate account.<sup>2</sup> The association of master plumbers, who control from sixty-five to seventy per cent of the plumbing work of Chicago, employed a system that raised the price of all the work they secured. If eight or ten of them were invited to bid on a piece of work, they would do so; but, instead of submitting their bids at once to the contractor, they would meet and in the presence of one another would open their bids. Then the contract

<sup>1</sup> Between 10,000 and 20,000 men were thrown out of employment in the building material trades during the dispute.

<sup>2</sup> Testimony of J. S. Kelly, President of the United Association of Journeymen Plumbers and Gas Fitters, before the Industrial Commission, October 11, 1900.

would be awarded to the lowest bidder, who would add to his bid two per cent of its amount for each of the other bidders. Each of the unsuccessful bidders would then increase his bid an equal amount, and the amended bids would be submitted to the contractor. It is said that several firms were dismissed from the master plumbers' association because of their refusal to pay over the two per cent to the unsuccessful bidders, and that in each case the journeymen plumbers' union, which had an agreement with the master plumbers, was called on to forbid its men from working for the dismissed member of the masters' association.

#### VII. *Contentions of the Two Councils.*

To ascertain exactly what the truth is in a complicated quarrel, where every issue is controverted and every statement is a matter of dispute, is not easy. But we can probably not do better at this point than to examine the claims of the two contending parties, as set forth in their published statements. Both the contractors and the labor unions evidently thought it necessary to justify their position before the public, and circulars were early drawn up by both sides explaining the situation. The Building Trades Council was first in the field with a statement<sup>1</sup> of their position. The most important section of the paper was the following:

We are willing to furnish our services to whomsoever needs them in the erection and construction of buildings, irrespective of whether they are members of contractors' associations or not, the only stipulation we ask being that *union conditions* shall prevail on the building.

There followed then an indictment of the Building Contractors Council, on the ground that, though it claimed to be working for the elimination of the Building Trades Council, it fined any of its members for making individual agreements with a trades union. Finally, as regards arbitration, the labor men insisted that they had never refused to arbitrate; that most

<sup>1</sup> See Chicago papers of February 8.

of the agreements they had made with the contractors provided for arbitration; and that they intended to live up to these agreements.

In conclusion [said the Trades Council] we mean to carry out the agreements entered into by our unions in good faith; and, if work is stopped and the building industry paralyzed, it will be no fault of ours. The blame rests entirely on the contractors.

An answer to this statement was soon prepared by the Building Contractors Council and given to the public.<sup>1</sup> The contractors seized upon the paragraph in which "union conditions" were demanded and proceeded to enumerate and criticise seven or eight demands which were insisted on by some of the unions and which they were unwilling to grant. It will be profitable to consider these in detail; for the contractors based their case largely on the charges which they made in this connection; and in these conditions is to be found, if at all, the justification for the contractors' position.

1. The first "union condition" to which the contractors objected was "the limitation of the work a man is permitted to perform in a day." Such a restriction existed in the rules of the lathers, gas fitters, steam fitters, plasterers and plumbers. The lathers limited a day's work to twenty-five bundles of lath, for which they received \$3; they had formerly done thirty-five bundles for a daily wage of \$1.75.<sup>2</sup> Plasterers were limited to thirty square yards a day; the steam fitters were permitted to lay only ninety feet of steam pipe per day; but the plumbers had the most objectionable rules and restricted materially the amount of work that could be done in a day.<sup>3</sup> These and similar

<sup>1</sup> See Chicago papers of February 11.

<sup>2</sup> One of the labor men stated to the writer that they often finished by four o'clock and then "rushed the can" for an hour.

<sup>3</sup> The rules of the plumbers limiting the amount of work were as follows:

RULE I. When working on lead work, eight wiped joints shall be considered a day's work.

RULE II. When working on iron pipe, the measuring, cutting, threading and placing in position of fifteen threads of one inch or under shall be considered a day's work.

RULE IV. When finishing on flats or apartments, hotel or office buildings, one

rules<sup>1</sup> of the unions were defended by them, on the ground that they were necessary to secure careful work and to prevent the "rusher" from setting the pace for a fair day's work. There seems to be no doubt, however, that all legitimate limitations had been exceeded, and that in all cases the so-called day's work could have been performed by the average workman in a few hours. In justice to the unions, it may be said that most of them admitted the unfairness of these restrictions. Thus, Mr. John Clinch, President of the Plumbers Union, conceded in an interview that "the rules were made hastily, and they may be defective." It is worthy of note, too, that the Journeyman Plumbers Union a little later<sup>2</sup> adopted a new form of agreement, leaving out the clause that fixed the maximum amount of work and providing for a permanent board of arbitration.

2. "Another 'union condition' is the delay caused by the quarrels between the unions as to which shall perform a specific piece of work." Instances were cited where work had been delayed for weeks, while the unions decided which should perform certain tasks. Such disputes occurred between the freestone cutters and the granite cutters, between the ornamental iron-workers and the structural iron-workers, between the steam fitters and the plumbers, and in other cases, in some of which the work was done twice and twice paid for and in all was delayed. On this count there is no doubt that the contractors had a just grievance. In many instances the Building Trades Council had not paid sufficient respect to their interests in deciding these disputes.

3. "The union shall dictate to the contractor how many men he shall employ on a specified building, and that he shall

fixture shall be considered an average day's work, except laundry tubs, when each apartment shall constitute a fixture.

RULE XI. Any member violating any of these rules shall be fined one day's pay for the first offence, two days' pay for the second offence, and if he persist in the violation the association shall deal with him as it sees fit.

<sup>1</sup> One of the rules of the Carpenters Union provides that "any member guilty of excessive work or rushing on any job shall be reported and shall be subject to a fine of \$5."

<sup>2</sup> May 2.



not discharge a man to whom they wish to give work, even if he is a lazy and incompetent workman.”<sup>1</sup> There are evidently two counts under this charge. As to the second, the right of the contractor to hire and discharge his own laborers was never interfered with by the Building Trades Council, except where the contractor failed to live up to his written agreement with the union, or where he had employed non-union men or where he was not paying union wages. Certainly the contractors could not fairly complain on this score if, after having made exclusive agreements with the unions to employ only union men, the latter should attempt to enforce this principle without such agreements. But as to the first count, that the union dictated how many men in a given trade should be on a building, the contractor had just grounds for complaint. Such a rule was made, for instance, by the lathers, according to which six lathers must be employed on every job. On a small building there was caused by this an unnecessary cost for scaffolding, carting, *etc.*, if all the men were to be kept busy; and it was often the case that in interior work, as on stairs, it was physically impossible for six men to work at the same time. Such rules had the same purpose as those limiting the day's work, but are even less defensible.

4. “A fourth of these ‘union conditions’ is that the union shall dictate to the investor where he shall buy his building materials and by whom they shall be finished.” In answer to this charge, the officers of the unions insisted that they had always been willing to work with union-made material, and had only objected to the introduction of prison-made materials or those produced under non-union conditions. This, however, was not the whole truth; for they had objected to using material made by non-union men, even if under union conditions in other respects, and had often insisted that work should not be done outside of Chicago. Thus, marble or granite to be used on buildings must be cut and dressed, as far as possible, in the city by members of the local union. Whether these demands were

<sup>1</sup> These charges are cleverly, if ungrammatically, worded, and, while generally true, are not all the truth. They must, therefore, be carefully read.

right or wrong, the contractors exposed themselves fairly to the charge of inconsistency in complaining of the action of the unions on this score. As a student of the matter has said :

While vigorously, and in part very justly, protesting against the interference of organized labor with the liberty of its contractors to purchase material from whom they pleased, they countenanced and abetted, if they did not organize, a boycott of building material producers against the employers of union labor allied with the Building Trades Council.<sup>1</sup>

The unions had been educated up to this position, both by the combination between contractors and material men and by the system of exclusive agreements into which they had entered with the contractors and the manufacturers.<sup>2</sup> The union men might justly have replied to this charge with, *Tu quoque*. There is no doubt, however, that the attempts to enforce such rules and thereby to give assistance to their comrades in the material trades were the cause of a great many strikes and of a great deal of annoyance and loss. Probably one-half of all the strikes that occurred in the building industry in Chicago during the year 1899 were caused by the use of non-union-made material.<sup>3</sup>

5. "It is a 'union condition' that industry is to be blocked by the prohibition of machinery, as in the case of the stone-cutters, who have shut down all the planers in Chicago; and the carpenters, who will not allow a patent miter-box to be used."<sup>4</sup> While not defending this position in general, the union men retorted that the contractors themselves had been

<sup>1</sup> Professor Graham Taylor, "Between the Lines in Chicago's Industrial Civil War," in *The Commons*, April 30, 1900.

<sup>2</sup> A striking instance of the willingness of the contractors to do on occasion what they condemned in the unions occurred in connection with the Federal Post Office building. The specifications of this building called for granite, but the Chicago contractors wished to have this changed to native stone. They therefore sent a delegation of labor men to Washington to lobby for this purpose. With the labor men they used the argument that such a change in the material would provide them with additional work. Secretary Gage did not permit the change to be made.

<sup>3</sup> Statement made to the writer by one of the labor leaders.

<sup>4</sup> The trade rule of the Carpenters Union on this point is as follows: "Any member who furnishes a patent miter-box shall be fined \$5."

the first to advocate the prohibition of machinery, and pointed also to the case of the stone-cutters. Of the eighty stone-cutting firms in Chicago only twenty had machinery;<sup>1</sup> accordingly, when the other firms made their agreements with the union, they had insisted on an anti-machinery clause. Now, however, claimed the union men, they wished to mislead the public by charging this against the union, whereas they were themselves originally responsible for such rules. But, even in these cases, the labor men in general opposed such restrictions and stated their willingness to submit them to arbitration.

6. "It is a 'union condition' that in many cases the growing youth is not permitted to learn a trade." The limitation of apprentices is a position which the skilled trades unionists have long held, but which is gradually being given up as indefensible.<sup>2</sup> It is defended, however, on the ground that the unrestricted employment of apprentices amounts in many cases to the employment of underpaid child labor. Most of the agreements existing in the skilled trades recognize the principle by limiting in some way the number of apprentices;<sup>3</sup> and, in general, it may be said that the contractors were not vitally concerned in the abrogation of this rule where it existed.<sup>4</sup> On the other hand, there is no doubt that the unions had frequently abused this condition in their endeavors to secure as complete a monopoly of the labor market as possible.<sup>5</sup>

7. "The unparalleled power of the walking delegate, armed with the sympathetic strike, constitutes another 'union

<sup>1</sup> These figures do not agree with those given by Lindholm, *loc. cit.*, p. 338.

<sup>2</sup> Cf. an article by Miss Jane Addams on "Trades Unions and Public Duty," in *American Journal of Sociology*, July, 1899, p. 448 ff.

<sup>3</sup> For example, the agreement made between the National Metal Trades Association and the International Association of Machinists, May 18, 1900. See article by the writer in the *Yale Review*, November, 1900.

<sup>4</sup> In their statement of principles of April 30 and June 12 they explained their demand on this point as follows: "This means that in each trade a fair agreement as to the number of apprentices shall be entered into." Cf. also sec. 5 of the Madden agreement.

<sup>5</sup> See article by George C. Sikes: "The Apprentice System in the Building Trades," in *Journal of Political Economy*, June, 1894.

condition.' " In answer to this charge of the contractors, Mr. E. A. Davis, Secretary of the Building Trades Council, said<sup>1</sup>:

They have no right to attack the walking delegate, as he is merely the servant of his organization. Each such labor representative has been elected by a majority vote of his union. To oppose him is to oppose the opinions and desires of a majority of the members of the union. He does work which the members cannot possibly do for themselves, and in nearly every case he has the full support of his union in his actions, though of course now and then he makes mistakes.

For a considerable period previous to the lockout and strike of February 5, the attitude of the unions toward the contractors had been extremely dictatorial and exasperating, as has already been pointed out. The walking delegates had often used their power mercilessly to bring the employers to terms, and resorted to the strike, actual or threatened, on the slightest provocation. Yet the real fight of the contractors was not so much against the walking delegate, *per se*, as against the sympathetic strike with which the Building Trades Council enforced its demands. Although there has been a steady decline in the number of sympathetic strikes in the country at large within the last decade,<sup>2</sup> the resort to this measure had been frequent in the building trades in Chicago. The unions having delegated the power to call such strikes to the Building Trades Council,<sup>3</sup> there was no certainty that an agreement made with an individual union, though for a specific period, would not be broken at any time.<sup>4</sup> In order to eliminate the sympathetic strike, the contractors therefore demanded the abolition of the Building Trades Council.

As the smoke of charges and countercharges cleared away, it became more and more evident that the real point at issue was not any disagreement as to wages or hours, but the

<sup>1</sup> In an interview in the *Chicago Times-Herald*, March 9.

<sup>2</sup> Fred S. Hall: *Sympathetic Strikes and Sympathetic Lockouts* (Columbia University Studies in History, Economics and Public Law, 1898), p. 38.

<sup>3</sup> *Ante*, p. 117-118.

<sup>4</sup> Thus, the articles of agreement of the carpenters' executive council of Chicago, Art. 10, provide: "A sympathetic strike when ordered to protect the union principles herein laid down shall not be a violation of this agreement."

existence of the Building Trades Council itself. With the utmost frankness the contractors, through the published statements of their press committee<sup>1</sup> or the statements of the chairman of that committee, Mr. Victor Falkenau, repeatedly admitted that this was their object. At the very beginning of the dispute they defined their position as follows :

Let it not be understood that the Contractors Council in the present struggle with the men who dominate the Building Trades Council have any war with union labor, now or at any later time. Above all things, they wish to make very clear their position on that point. The men in the Contractors Council believe in labor unions. Both for the benefit of the mechanic and for the employer as well, such organizations, unabused, are of positive and lasting benefit. But they have come to the place in the present instance where no man is assured of life, liberty or the pursuit of happiness unless the domination of the Building Trades Council shall cease. . . . Between the Chicago Building Trades Council and the Contractors Council there can be no compromise.<sup>2</sup>

A week later this was followed by another statement, in which it was said :

There is not the slightest desire on the part of any one to discourage membership in the unions. But there is a definite and unconquerable purpose of fighting the Building Trades Council to the death.<sup>3</sup>

This challenge was accepted by the unions, and the question at issue resolved itself into the dissolution of the Building Trades Council. The unions refused to give up their central organization, and the contractors refused to treat with them until they did. Other issues were raised and discussed from time to time, but this remained the keynote of the struggle until the end.

ERNEST L. BOGART.

OBERLIN COLLEGE.

<sup>1</sup> This press committee was finally dispensed with, July 27, on the ground that it was too talkative.

<sup>2</sup> Statement of the Building Contractors Council. See Chicago papers of February 10.

<sup>3</sup> February 17.